

CONFIDENTIALITY AGREEMENT

**755 Raintree Drive
Carlsbad, CA 92011**

The undersigned has been advised that Cushman & Wakefield U.S., Inc. ("Cushman & Wakefield") has been retained on an exclusive basis by the Owner and/or its affiliates (the Owner) with respect to the offering for sale, 755 Raintree, Carlsbad, CA 92011 (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Cushman & Wakefield. The Owner shall pay all fees due Cushman & Wakefield in connection with the sale of the Property. The undersigned hereby acknowledges that it is a principal or an investment advisor in connection with the possible acquisition of the Property and agrees that it will not look to the Owner or Cushman & Wakefield for any fees or commissions in connection with the sale of the Property.

On behalf of the Owner, Cushman & Wakefield may make such Confidential Information/Evaluation Material available to the undersigned upon execution of this Confidentiality Agreement. The Confidential Information/Evaluation Material is intended solely for your use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale.

The Confidential Information/Evaluation Material does not purport to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that a prospective investor may need or desire. All financial projections are based on assumptions relating to the general economy, competition and other factors beyond the control of Cushman & Wakefield; and therefore, are subject to material variation. This Confidential Information/Evaluation Material does not constitute an indication that there has been no change in the business or affairs of the Property or Cushman & Wakefield since the date of preparation of this Confidential Information/Evaluation Material. Additional information and an opportunity to inspect the Property will be made available to interested and qualified prospective buyers.

Neither Cushman & Wakefield nor any of its respective officers, agents or principals has made or will make any representations or warranties, expressed or implied, as to the accuracy or completeness of this Confidential Information/Evaluation Material or any of its contents, and no legal commitment or obligation shall arise by reason of the Confidential Information/Evaluation Material or its contents. Analysis and verification of the Confidential Information/Evaluation Material is solely the responsibility of the prospective buyer.

The Confidential Information/Evaluation Material contains brief, selected information pertaining to the business and affairs of the Owner, and has been prepared by Cushman & Wakefield, primarily from information supplied by the Owner or the Owner's agent. It does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither Cushman & Wakefield, nor the Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information/Evaluation Material and no legal liability is assumed or to be implied with respect thereto.

By executing this agreement, the undersigned agrees that it will hold and treat the Confidential Information/Evaluation Material in the strictest confidence, that it will not photocopy or duplicate it, that it will not disclose the Confidential Information/Evaluation Material or any of its contents to any other entity (except for outside advisors retained by it if necessary, in its opinion, to assist in its determination of whether or not to make a proposal, provided that such persons agree to be bound by the terms of this confidentiality agreement) without prior written authorization of Cushman & Wakefield, and that it will not use the Confidential Information/Evaluation Material or any of its contents in any fashion or manner detrimental to the interest of Cushman & Wakefield. If the undersigned does not wish to pursue acquisition negotiations it hereby agrees to return the Confidential Information/Evaluation Material to Cushman & Wakefield.

Company:	_____	Address:	_____
Signature:	_____		_____
Name (Print):	_____	Phone:	_____
Title:	_____	Facsimile:	_____
Date:	_____	Email:	_____

MARKETING MATERIAL REQUEST

If you would like to receive marketing materials for the Property, please complete the above and return via e-mail to Jacqueline Sutton at jackie.sutton@cushwake.com